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ABSTRACT

Since 1975, Ontario teacher negotiators have focused attention on conditions-of-employment clauses. This paper focuses on those clauses that have direct or indirect cost implications for school boards as enrollments decline. These clauses concern such issues as pupil-teacher ratios, class size, and job protection. Information for the analysis was gathered through interviews with Toronto teachers, board members, and administrators as well as from statistical data from the Education Relations Commission. The paper examines changes in the incidence and content of conditions-of-employment clauses since 1975. The rising incidence of conditions-of-employment clauses suggests that teacher negotiators are making substantial gains, with secondary teachers making the most gains, elementary teachers second, and private school teachers third. However, the content of these clauses shows that boards have maintained a high degree of flexibility in determining staffing needs and that the cost increases for boards have been fairly small. In the future, it appears there will be continued pressure for clauses directly related to declining enrollments and staffing flexibility, but real gains will be modest in size and slow in coming. (Author/JM)

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COLLECTIVE BARGAINING UNDER DECLINING ENROLMENTS: TRENDS IN CONDITIONS-OF-EMPLOYMENT CLAUSES

by

John R. Kervin

Working Paper 7803

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COLLECTIVE BARGAINING UNDER DECLINING ENROLMENTS:
TRENDS IN CONDITIONS-OF-EMPLOYMENT CLAUSES

Declining enrolments are no longer news. Teachers, boards and administrators have known about the declining numbers of school-age children for some years, though they may not all have regarded that news as relatively important. Now, the public is increasingly aware of the issue. Almost daily the media report some item relevant to enrolment declines -- usually news of teacher lay-offs. Governments, too, have entered the picture, including here in Ontario where Robert Jackson is heading the Commission on Declining School Enrolments.

As is usually the case with events of this kind, we first want answers to very general questions: Why are enrolments declining? What are the consequences? We have, by now, some well-tested general answers. First, enrolments are declining because of demographic trends related mostly to declining birth rates. Second, the major implications are that we won't need as many teachers and we won't need as many schools. Therefore, some teachers are likely to be dismissed, and some schools are likely to be closed.

But after these very general questions have been answered we go through another phase -- one in which we seem to be now -- of looking at more specific

questions, and seeking a better understanding of the less obvious aspects of the situation. It's in this category that this research belongs. Taking declining enrolments as given, taking the demographic patterns as given, and taking reduced needs for teachers and schools as given, how will declining enrolments affect one very specific part of the relationship between teachers and their boards -- namely, the collective bargaining of terms and conditions of employment? In other words, when teachers and board representatives sit down at the bargaining table to renew and revise their agreements, how will declining enrolments affect what they bargain about, what they ask for, and how they bargain?

In answering these questions, I will first discuss briefly why this is an interesting problem, at least from my point of view, namely, that of someone interested in problems of collective bargaining. Second, I will define in more specific terms just what the research problem is. Having done that, I'll discuss the methodology of the research, and then move on to report the findings. After an analysis of those findings, I'll consider some of the broader implications of effects of declining enrolments on collective bargaining, especially of conditions of employment.

To begin with, there are a number of reasons why

this is an interesting problem. Probably the most important reason is that most important of all reasons: money. There are cost implications in the collective bargaining of conditions of employment, particularly those that relate to declining enrolments. Often, these are difficult for the public to see, and consequently public support for one side or the other in a teacher-board dispute may hinge on an effective and believable interpretation of those costs.

Another reason for an interest in the problem of teacher-board bargaining under declining enrolments is that it deals with a larger issue: the general relationship between teachers and their employers. What happens to this relationship under stressful conditions? Are teachers likely to become more militant, or is there perhaps a tendency to returr to the older "devoted professional" model of employer-employee relationship?

Other reasons are perhaps of more interest to those who look at collective bargaining from a theoretical perspective. What happens to bargaining effectiveness in conditions such as those teachers and boards now face? Is it more difficult to bargain non-monetary issues so that both sides feel satisfied with the outcome? Is it easier to make concessions that won't alienate or anger one's constituency -- the taxpaying public for the board's bargaining committee; the rank-and-file teachers for the teachers' negotiations? What

kind of trade-offs between monetary and non-monetary issues are likely to emerge?

But before any of these aspects of the research problem can be addressed, we first have to face a basic question: what exactly is happening when teachers and boards bargain conditions of employment under declining enrolments? It is this question that the research first faces.

What, then is the research problem in specific terms? It can be summarized in the following four questions:

1) In the teacher-board collective bargaining system in Ontario, which condition-of-employment clauses are most relevant to declining enrolments?
2) How do these clauses relate to the specific interests of teachers and boards?
3) What trends can be observed in the existence and content of these clauses over the past three years?
4) What trends can we predict for the near future?

To answer these questions, I have made use of a number of interviews conducted with teachers, board members, and administrators involved in bargaining in the Toronto area. I have also obtained statistical data from the Education Relations Commission (whose help I would particularly like to acknowledge). The ERC, as it is known, is charged with overseeing and assisting teacher-board collective bargaining in the

province. In addition to statistical information, I have also made us of monographs and clause summaries of teacher-board agreements in Ontario published by the ERC. Finally, the research I report here makes use of some previous work done for the Commission on Declining Enrolments.

Now let us turn to the findings. I will report these findings in two parts. The first part will discuss what conditions-of-employment clauses have most relevance for declining enrolments and why. In the second part, I will examine the incidence and provisions of these clauses, comparing across the three major teachers' collective-bargaining groups in the province: the Ontario Secondary School Teachers' Federation for high school teachers, both the Federation of Women Teachers' Associations of Ontario and the Ontario Public School Men Teachers' Federation in the public schools, and the Ontario English Catholic Teachers' Association for separate school teachers.

CONDITIONS OF EMPLOYMENT CLAUSES

Within Ontario there is substantial variation among conditions-of-employment clauses in teacher-board collective agreements. The differences are based on (1) the matters which are included in the agreements (comprehensiveness) and (2) the nature of the provisions themselves (specificity and alternative stipulations). From the point of view of the

school boards, the significance of these differences is, first, that they often have direct cost implications and second, that they often affect the amount of flexibility a board may have in dealing with staffing as enrolments decline. In general, the less flexibility, the greater the costs are likely to be for a board, since it may not be able to staff with maximum efficiency. On the other hand, from the point of view of the teachers, the more restrictions the greater the protection of teachers' rights, jobs, and welfare. This conflict between management flexibility and reducing costs on the one hand, and job protection for teachers on the other, is evident in many of the arguments that both sides bring to the bargaining table when discussing conditions of employment.

I turn now to a description of those clauses most relevant to declining enrolments. The clauses I will discuss are grouped into two categories: those related to staffing needs and those relevant to staffing flexibility.

Staffing Needs Clauses

Staffing needs -- the number of teachers and ancillary personnel (including principals, vice-principals, librarians, aides, teaching assistants, resource persons, counsellors, consultants, and other para-professionals) required by a board to carry out its educational program -- are largely determined by

the number of students. (Other factors such as available facilities and programs to be offered are not often significant bargaining items.) Two kinds of clauses affect staffing requirements directly by tying needs to the number of students. The first is pupil-teacher ratio clauses; the second is clauses dealing with class size.

Pupil-teacher ratios are calculated by dividing the number of students (often the number of equivalent full-time enrolments on a specific day of the school year) by the number of teaching and certain other non-teaching staff. The resulting figure is used to determine the number of staff a board is required to employ for a given number of students. The lower the ratio, the more staff a board must hire, and the greater its staffing costs. By lowering the ratio through collective bargaining, teachers can either maintain the number of teachers a board requires, or at least reduce the number of teachers to be laid off when enrolment decline. About a third (36%) of the most recent agreements in the province contain PTR clauses, and these show wide variations in content and specificity. Some, for example, state only that no change in the existing ratio will be made. Others mention a specific ratio, but treat it only as a guideline for the board. Still others give a ratio which the board is required to meet under the terms of the agreement. Clauses which are

only guidelines give boards more flexibility, and give teachers correspondingly less protection.

Besides the mandatory-guideline distinction, other kinds of variations can also be found. Some agreements include only a single ratio; others have several ratios for different types of programs or different types of personnel (e.g., librarians, vice-principals, etc.) or different needs (e.g., opening a new school). The more ratios, the less the board's flexibility since it must apply each ratio within a smaller subset of teachers. Put another way, multiple ratios give boards less room to manoeuvre. PTR clauses also vary in whether they specify an exact ratio or a range. They differ too in terms of the unit to which the ratio is applied (e.g., an entire school district or each individual school). Again, the greater the specificity (greatest with exact ratios applied to individual schools) the less flexibility a board has. Finally, agreements also vary in terms of who is included in the calculation of the number of "teachers". Librarians and para-professionals, for example, are specifically included in some cases and excluded in others. The more inclusive the definition of "teacher", the greater the options open to a board. For example, it might be possible to meet a staffing ratio by laying off an extra librarian rather than ending an existing program.

Class size appears to be a less ambiguous determinant of staffing needs than the pupil-teacher ratio since it deals only with classroom teachers. There are some complexities in its calculation (see Ryan and Greenfield, 1975), but they do not significantly affect the analysis of flexibility and job protection implications of class size clauses. Basically, class size is determined by dividing the number of students by the number of classroom teachers teaching at any given time. The lower the class size specification, the more teachers a board must employ. About one quarter (23%) of Ontario teacher-board agreements contain class size clauses, which is fewer than the one third containing PTRs. The variation in specificity and alternative stipulations is likewise not as great. Nevertheless, there are some important differenes with implications for both boards' staffing flexibility and teachers' job protection in the face of declining enrolments.

As is the case for pupil-teacher ratios, the clauses dealing with class size vary in the degre to which they directly restrict the board's flexibility. At one end of the scale are those clauses which contain only a vague statement of intent to maintain a class size level consistent with quality education. Others specify a particular figure, but treat it only as a guideline for the board. Still others regard a given

class size figure as mandatory. Clearly, the amount of flexibility open to boards to deal with unexpected decreases in enrolment varies widely. Another important difference is whether the class size figure is presented as a maximum or an average. An average offers much more flexibility, since it places no upper boundaries on the size of a given class. This means that staffing changes may be made which temporarily give some teachers relatively large classes, as would be the case in smaller schools with fewer staff among whom to spread the "extra" pupils of a terminated teacher. Those clauses which specify a maximum class size don't allow this degree of flexibility. Consequently, an "average" size provision is much more likely to result in more efficient staffing, particularly in smaller schools, although at some potential cost to education quality. (An alternative is to shift the extra pupils to another school, a strategy which has its own, mostly political, difficulties.)

In two other respects related to board flexibility, class size clauses are similar to pupil-teacher ratios. First, a few clauses specify only a single class size figure. However, the majority stipulate mutliple class sizes, based on grade level for elementary schools or subject area for secondary schools. Second, the unit to which the class size applies may be either each

individual school in the system, or the entire district. In general, the greater the specificity (it is most with multiple sizes applied to individual schools), the fewer the options open to a board and the greater the protection for teachers.

The question of job protection for teachers is, however, somewhat more complicated than it first seems for both PTR and class size provisions. The highly specific clauses that protect teachers against arbitrary cost-cutting measures by boards in times of stable enrolment also provide boards with justification for immediately cutting staff when enrolments, and thus staffing needs, decline. From the point of view of teacher negotiators, then, adding staffing clauses to a contract, or making more specific those already in the agreement, is a step to be approached with caution. It must be weighed against the possibility of lowering the PTR or class size limit if this becomes necessary to protect teachers' jobs.

Finally, it should be noted that relatively few agreements in Ontario -- only 13% -- contain <u>both</u> PTR and class size provisions. Consequently, some comparison of PTR and class size implications is useful. Briefly, class size clauses provide greater restriction to staffing flexibility than do PTR clauses of equal specificity. This is because they deal with a smaller proportion of the total staff -- only classroom

teachers. A PTR clause, on the other hand, allows a board to make staffing cuts in either teaching or non-teaching areas.

Let us now look at some of the trends in PTR and class size provisions in Ontario in the past three years for each type of agreement -- elementary, secondary, and separate. (Some 15 agreements from other boards (e.g., remote areas and Canadian Forces bases) have been excluded from the analysis. Of the 200 possible agreements each year, one is unavailable for 1976-77, and fourteen for 1977-78.)

We will first examine changes in the incidence of PTR and class size clauses (Table 1). Looking at pupil-teacher ratio clauses first, we see that in the 1975-76 agreements, the percentages of agreements with PTR provisions were 22% for elementary agreements, 32% for secondary agreements, and 10% for separate school agreements. (This pattern is one which recurs often in the analysis of conditions-of-employment clauses: the secondary teachers in the most advantageous position, followed by the elementary teachers, and the separate school teachers least well off.) In the following year, 1976-77, each group managed to increase the incidence of PTR clauses about another ten percent, but the 1977-78 agreements show only small improvements: another 7% for secondary teachers, 3% for elementary, and a loss of 1% for separate school teachers.

TABLE 1. Percentage of Agreements with PTR and Class Size Clauses.

	1975-76	1976-77	1977-78
PTR			
Elementary	22% (76)	31% (75)	34% (71)
Secondary	32% (76)	42% (76)	49% (71)
Separate	10% (48)	19% (48)	18% (44)
Class Size			
Elementary	16% (76)	20% (75)	24% (71)
Secondary	20% (76)	22% (76)	30% (71)
Separate	10% (48)	6% (48)	9% (44)

The overall picture is much the same for class size provisions. The three groups have maintained the same order -- secondary, elementary, separate -- and over the three years their gains have also shown the same order: 10% for secondary agreements, 8% for elementary agreements, and a loss of about 1% for separate school agreements.

However, the mere inclusion of a PTR or class size clause in an agreement is not, by itself, a sufficient indicator of how declining enrolments are affecting bargaining outcomes. Two alternatives are to examine the "strength" of the clauses (i.e., the proportion that are mandatory rather than just guidelines), and actual changes in the stipulated ratios and class sizes.

For the percentages of all agreements having mandatory PTR clauses, the figures are similar to those for the incidence of such clauses (Table 2). The now familiar order of secondary, elementary, and separate agreements holds in each of the three years. In addition, the secondary teachers made the largest gains, increasing the percentage of mandatory clauses from 29% to 46% for a gain of 17 points. The elementary teachers' percentage increased 14%, and the separate school agreements showed a decline of 3%. For PTR clauses, then, this measure of the "strength" of such clauses roughly parallels their incidence.

TABLE 2. Percentage of Agreements with Mandatory PTR and Class Size Clauses.

	1975-76	1976-77	1977-78
PTR			
Elementary	20% (76)	31% (75)	34% (71)
Secondary	29% (76)	42% (76)	46% (71)
Separate	8% (48)	10% (48)	5% (44)
Class Size			
Elementary	7% (76)	7% (75)	7% (71)
Secondary	8% (76)	9% (76)	10% (71)
Separate	4% (48)	2% (48)	2% (44)

However, for the "strength" of class size clauses in teacher-board agreements, the picture is strikingly different. The percentage of agreements with mandatory class size clauses has remained low, never surpassing 10%, and no trends are apparent over the three-year period.

Since PTR clauses tend to allow boards more staffing flexibility than class size clauses, the conclusion must be that staffing size provisions have not restricted boards' flexibility as much as the incidence of such clauses might first suggest, although secondary teachers have made substantial gains with respect to mandatory PTR clauses.

It is the actual changes in PTR and class size limits that is most relevant to declining enrolments, however. In order best to mitigate the effects of fewer students on staffing needs, teachers would have to bargain lower PTR and class size limits. Unfortunately, only partial data are available to examine such changes in the past three years. We are limited here to those agreements having a single (rather than multiple) PTR ratio or class size limit. Nevertheless, the comparisons are highly suggestive. For each of the two transitions (that is, between 1975-76 and 1976-77 agreements, and between 1976-77 and 1977-78 agreements), I determined what proportion of agreements with specific PTR and/or class size figures had

increases, decreases, or remained the same. The results are surprising. For the first transition period, 71% of the 14 elementary agreements for which limits were available showed a decline in PTR and class size limits. However, between the 1976-77 and 1977-78 agreements, the percentage showing lower PTR and class size limits dropped to 45% (of 20 agreements). It appears that the elementary board negotiators were getting tougher, andwere much less willing to lower PTRs and class sizes.

The secondary teachers were much less successful than their elementary counterparts in bargaining lower limits. In 1976-77 only 12% of the 8 available agreements showed a decline from the preceding year, but in the following year the figure climbed to 21% (of 17), still substantially below the elementary teachers' gains. As well, it should be noted that 3 agreements showed increases! The separate school teachers showed no declines in PTR or class size limits in 1976-77 (1 agreement), and one out of three agreements available for analysis had a decline in 1977-78.

The conclusion to be drawn from this part of the analysis (bearing in mind the data limitation I noted above), is that elementary teachers have been most successful in combating declining enrolments with declining PTRs and class sizes. However, the elementary board negotiators appear to be taking a tougher stand

on this issue, as their secondary and separate school counterparts have done.

Other evidence of board firmness at the bargaining table is found in the number of agreements with multiple ratios. As discussed above, multiple PTR ratios mean greater specificity, and consequently more restrictions on boards' flexibility. In fact, the number of agreements with multiple ratios is not large, and is declining. It was 13 in 1975-76 (with 11 of those in secondary school agreements), 12 in 1976-77 and 11 in 1977-78.

Class size restrictions expressed as maximums, instead of averages or ranges, also reduce board flexibility and maximize teachers' job protection. Here again, we find relatively few agreements with maximum class size provisions -- just 14 in the province, of which 12 are secondary. No trends are apparent in the past three years; boards seem to be holding firm here as well.

With respect to staffing needs clauses in general, then, we see that while the <u>incidence</u> of such clauses suggests that teacher negotiators are making substantial gains at the bargaining table, an analysis of the <u>content</u> of these clauses shows that boards have been successful in maintaining a high degree of flexibility with respect to determining staffing needs.

Staffing Flexibility Clauses

Let us turn now to the second type of condition-of-employment clauses I see as being relevant to declining enrolments: staffing flexibility. The majority of teacher-board collective agreements contain clauses pertaining to surplus and redundant teachers -- those whose services are no longer required. These clauses affect directly the ease and flexibility with which boards can respond to declining staff needs as a result of declining enrolments. As well, they protect the teaching staff by stipulating criteria for determining, and procedures for dealing with, surplus teachers. In addition, a number of agreements contain management rights clauses which reaffirm the right of boards to act in areas not covered by the collective agreement. The effect of these clauses is largely symbolic. Never-the-less, their incidence is a reflection of boards' concern with staffing flexibility.

Surplus-redundancy clauses are among the most important of those relevant to decreasing enrolments. The two terms -- surplus and redundancy -- have somewhat different meanings in different collective agreements. To avoid making unnecessary distinctions, I will use the terms interchangeably to mean that a teacher's services are no longer needed as a result of either declining enrolments or the termination of a course or program. Clauses dealing with surplus

teachers occur in 75% of the current collective agreements. The amount of variation found in these clauses is very great. At the two extremes, some agreements merely state that the board shall "peruse, consider, and decide" matters relevant to surplus teachers, while other clauses specify in precise terms which teachers shall first be declared redundant in the event of a surplus and what alternative options are to be made available to such teachers, often extending over several years.

Two types of surplus-redundancy clauses bear on the question of board flexibility. The first type indicates criteria for determining who is to be declared surplus. The second specifies options open to surplus teachers.

Teacher-board agreements vary widely in the type and number of factors to be taken into account in deciding who is redundant. Seniority is by far the most common criterion. It is mentioned in over 90% of the surplus-redundancy clauses. The other major factors in approximate order of their use are qualifications (e.g., university degree), type of contract (permanent or probationary), and subject area taught. In general, the effect of criteria, including seniority, for determining which teachers are to be declared redundant is to limit board flexibility and reduce potential salary savings. On the other hand, these criteria

for the most part offer some protection to teachers who might otherwise be subject to the arbitrary decisions of a cost-conscious board.

More important for staffing flexibility are those provisions which specify options available to surplus teachers. Many of these options entail direct or indirect costs for a board, and thus remove or reduce the prospect of immediate savings as a result of staff reductions. However, determining the cost implications of the options available to surplus teachers is complicated by their variation, number, and sequential nature. For example, a teacher may apply for a transfer if he is declared redundant. If this move is unsuccessful, he may accept either a severance allowance or a one-year permanent (i.e., full salary) supply teaching appointment; or he may be offered retraining with termination after two years if a position is still unavailable; or he may take a leave of absence for two years, followed by either the severance allowance or one year as a permanent supply teacher.

The procedure with the greatest saving to the board is outright termination. Notice of termination must normally be given, although the period ranges from one month to "at least one year". The longer the notice period, the greater the restriction of the board's flexibility. Furthermore, keeping a surplus teacher on staff for an additional year might be a

relatively expensive proposition compared to other options. Granting a leave of absence (though not usually the final step) or giving a teacher priority for supply teaching also lead to clear savings for a board.

A number of options provide lesser savings. Among them is displacement: a teacher with more seniority "bumps" one with less and so on, so that the teacher with the least seniority and the lowest salary is most likely to be terminated. Reduced savings also accrue to boards from options which return to the redundant teacher a portion of the potential salary savings. The most common of such provisions are sabbatical leaves (for which boards generally pay some proportion of regular salary), and severance allowances (usually less than sabbatical allowances). Alternatively, boards may pay some portion of a teacher's salary during a retraining period.

Finally, a number of surplus-redundancy options may give boards no immediate savings and may reduce staffing flexibility considerably if vacancies do occur. Priority transfer (to an open position), priority relocation (moving back from a transfer position when an opening occurs in the original school), and priority recall (returning to teaching when an opening occurs) all imply that a redundant teacher has priority for a vacant position that might otherwise have gone to a

teacher commanding a smaller salary. Another option -- that of placing a teacher on permanent supply teaching at his same salary -- has a similar effect, since supply teaching might otherwise be done part-time at less cost. In this case, however, the appointment is usually for a limited period of time.

The underlying problem in surplus-redundancy options lies in balancing two factors: (1) the necessity of keeping schooling costs at a reasonable level and (2) simple justice for those persons whose services no longer are needed. Many of the agreements that have been negotiated in the province show a real concern for both issues, and the two sides have, through their bargaining, made some real efforts to achieve a fair and reasonable balance. What future bargaining may bring is a matter of some speculation, but it should be clear that options for surplus teachers should be negotiated with care and concern for both teachers and community.

Management rights clauses offer no restrictions to boards other than what is already explicit in the agreement. In this regard they follow traditional industrial relations practice by declaring that residual rights over those matters not included in the agreement lie with the board. As a result, they do not have direct management flexibility implications since their absence would change little. However,

management rights clauses do have symbolic significance as a sign that boards are concerned about retaining administrative flexibility.

Let us turn now to an analysis of trends in the conditions-of-employment clauses related to staffing flexibility. When we look at the incidence of agreements containing surplus-redundancy provisions of any type (Table 3), we see that three years ago, in the 1975-76 agreements, secondary teachers had the greatest incidence of such clauses -- 67% -- while both the elementary and separate teachers had such clauses in about 40% of their contracts. Since then, the trend has been to increase their incidence and reduce the differences among the groups. Separate school agreements now show the highest incidence of surplus-redundancy provisions: 86%. The proportion for secondary agreements is about three-quarters, and for elementary agreements about two-thirds. In general, then, the figures indicate dramatic increases in the incidence of surplus-redundancy provisions, particularly for separate school agreements.

These rather noticeable trends suggest that teachers have invested most of their efforts as the bargaining table in surplus-redundancy rather than in those clauses related to staffing needs. This is not really surprising, since surplus and redundancy are the areas in which the effects of declining enrolments

TABLE 3. Percent of Agreements with Surplus-Redundancy and Management Rights Provisions.

	1975-76	1976-77	1977-78
Surplus-Redundancy			
Elementary	42% (76)	63% (75)	68% (71)
Secondary	67% (76)	74% (76)	76% (71)
Separate	38% (48)	67% (48)	86% (44)
Management Rights			
Elementary	24% (76)	31% (75)	14% (62)
Secondary	25% (76)	38% (76)	37% (62)
Separate	17% (48)	48% (48)	61% (34)

will be felt the most. In other words, it appears that teachers have been more concerned with who will be declared surplus and what to do when teachers are surplus rather than with increasing the demand for positions so as to prevent or reduce redundancy.

Before this conclusion can be accepted, however, one would be wise to examine the actual content of the surplus-redundancy provisions. As far as identifying surplus teachers is concerned, seniority is the basic factor with cost and flexibility implications for boards. It appears in almost all agreements having a surplus-redundancy provision, so teacher "gains" appear equally divided among the three types of agreements. However, the situation with respect to options available to surplus teachers is quite a different matter.

Among the options discussed above, some were seen to have potentially greater costs for boards than others. Let us examine (Table 4) the trends for those three with the greatest cost implications for boards: paying a severance allowance to redundant teachers, giving them a sabbatical leave, or providing a retraining allowance. These figures paint a very different picture indeed compared to the statistics for the incidence of surplus-redundancy clauses. The most surprising finding is that not a single separate school agreement contains even one of these three options -- even though separate school agreements have the largest proportion

TABLE 4. Content of Surplus-Redundancy Provisions: Percentage of Agreements with Option.

	1975-76	1976-77	1977-78
Severance Payment			
Elementary	20% (76)	21% (75)	21% (71)
Secondary	30% (76)	36% (76)	34% (71)
Separate	0 (48)	0 (48)	0 (44)
Sabbatical			
Elementary	3% (76)	1% (75)	1% (71)
Secondary	11% (76)	8% (76)	6% (71)
Separate	0 (48)	0 (48)	0 (44)
Retraining Allowance			
Elementary	3% (76)	12% (75)	13% (71)
Secondary	11% (76)	26% (76)	24% (71)
Separate	0 (48)	0 (48)	0 (44)

with some form of surplus-redundancy clause. About a fifth of the elementary agreements and a third of the secondary ones contain severance allowance provisions, with no trends over the past three years. The number of agreements providing for sabbatical leaves for redundant teachers is small, and has been declining slowly. It now stands at one elementary and four secondary agreements. With respect to retraining allowances, both elementary and secondary agreements showed a moderate improvement two years ago, but have levelled off since then: the elementary agreements at about one eighth, the secondary at about one quarter of all agreements containing retraining allowance provisions.

Overall, we must conclude that the increasing incidence of surplus-redundancy clauses in the province does not entail the increased costs for boards, or the improvements in options for teachers, one might at first expect. This is most dramatically shown by the case of separate school agreements which have the highest proportion of such clauses, yet not a single one of which includes provisions for severance allowance, retraining leave, or sabbatical.

However, one trend does indicate that matters are not totally pessimistic from the teachers' point of view. The more options available to redundant teachers, the easier will be the impact of declining

enrolments on the profession. Such possibilities as priority transfer and relocation and priority recall can help ease the burden of surplus teachers. Teacher negotiators have been successful in increasing the number of such options (if not the numbers of those with major costs to boards, as discussed above). Here, however, the differences among teacher groups are very evident (Table 5). In their 1975-76 agreements, the percentage of secondary contracts with more than two options open to redundant teachers was 24%. It is now 56%. Three years ago just one elementary agreement contained more than two options for surplus teachers. That rose to three in 1976-77, and is now 32% of all elementary agreements. The separate school teachers have yet to register substantial gains in this area -- only two contracts have more than two options -- but following the trend of the elementary and secondary teachers, we can perhaps expect an increasing number of such options in the next year or two. In general, however, we must say that teacher-board bargaining of conditions of employment has not yet shown any substantial gains in the incidence of clauses likely to decrease significantly boards' staffing flexibility in times of declining enrolments, despite what boards might claim and the media suggest.

TABLE 5. Percentage of Agreements with Two or More Options for Redundant Teachers.

	1975-76	1976-77	1977-78
Elementary	1% (76)	4% (75)	32% (71)
Secondary	24% (76)	24% (76)	56% (71)
Separate	0 (48)	0 (48)	5% (44)

FUTURE NEGOTIATIONS

In the final part of this paper I consider in a brief and somewhat speculative fashion the possible effects of several factors on teachers' and boards' future negotiation strategy and outcomes. In particular, I focus on the bargaining of conditions of employment in the immediate future. These remarks assume that enrolments will continue to decline and that the supply of teachers, though decreasing, will continue to be greater than the demand. The factors whose effects are discussed include: the end of controls, the Canadian economy, teachers' self-image, board type, and the Education Relations Commission.

Wage and price controls have exerted a considerable dampening effect on the salary settlements won by teachers in their negotiations with local boards. It would not be unreasonable to predict that the end of controls will bring a resurgence of teacher interest in monetary gains and fringe benefits at the expense of interest in conditions of employment. However, there are several reasons to believe that this will not be the case. First, teachers have not substantially improved their conditions-of-employment provisions during the controls period, as the analysis above testifies. There is still a great deal of work to be done, and increasing motivation for doing it as enrolments drop. Thus, declining enrolments themselves

should serve to keep attention focused on conditions-of-employment clauses.

At their provincial collective bargaining forum held in Toronto in the fall of 1977, the Ontario English Catholic Teachers' Association approved a number of position statements on bargaining objectives during the coming year. One statement proposed as a goal a class size and/or PTR clause in every agreeement. Other recommendations included a reduction in the size of classes and the pupil-teacher ratio, the inclusion of seniority-based procedures for declaring redundancy, and guaranteed priority recall in every agreement. A number of other proposals also demonstrated awareness of the declining enrolments problem. Significantly, not a single recommendation dealt directly with salary increases.

(Parenthetically, because it is generall acknowledged to be more difficult to mount strikes over non-salary issues, it would not be surprising to see teacher strikes remain at a fairly low rate until monetary issues are foremost again. Paradoxically, some boards might be more willing now than in the past to grant salary increases in return for more control over staffing, in order better to deal with enrolment changes.)

A second reason not to expect teachers' emphasis to be on monetary issues is that public opinion in

Ontario against pre-controls salary increases was so great that teachers are still looking for ways to regain public support. Fighting for improved conditions of employment which may also improve the quality of education (e.g., smaller classes) offers such a possibility. For example, in last year's dispute in Peel, secondary teachers sent a brochure to each home emphasizing that although salary concerns were part of the dispute, the main issue was class size. In particular, they stressed that Peel had among the worst "pupil-staffing" ratios and class size ratios in the province. Similarly, elementary teachers in Waterloo recently announced publicly that they would not seek a pay raise this coming year, but would remain satisfied with their present cost-of-living allowance. To summarize, despite the lifting of wage and price controls, it appears that salaries and fringe benefits will not displace the recent attention given to conditions of employment at the bargaining table.

The economic situation in Canada is also relevant to the strategy of future teacher-board negotiations. If recovery continues to be sluggish and inflation continues at its present rate, one might expect that teachers would press for increased income protection through higher salaries, full folded-in cost of living allowances, and more generous fringe benefits.

However, with declining enrolments teachers are faced with a need for job protection as well as income protection. It seems likely that job protection will take precedence. In particular, the economic situation and high unemployment rates have meant that alternative jobs outside the teaching profession are scarce. This reinforces the desire to preserve positions within the field. Further, the size and scope of their federations and associations, their embattled professional image, and their reactions to public criticisms probably all contribute to a general feeling of cohesion among teachers that tends to emphasize retaining jobs as an intangible common good. The economic situation, then, should not necessarily lead to a greater emphasis on economic issues in teacher-board bargaining.

Teachers' self-image vis-a-vis their school boards has changed in recent years from that of a "professional" to an "employee" in an employer-employee relationship (Kervin, 1977). With this change has come an interest in gaining further control over their conditions of employment through the collective bargaining process rather than individual consultations with school administrators. In 1975 Bill 100 opened a door to the inclusion of working conditions in teacher-board bargaining, and there seems to be no lessening of teachers' concern with these issues. The teachers'

view of themselves as "employees", then, seems to be contributing to a continued interest in bargaining conditions of employment, particularly since these issues are relatively new in most school districts in the province as far as collective agreements are concerned.

Board type (elementary, secondary, separate) seems to be related to the bargaining of working conditions in two contradictory ways. First, the data examined above suggest that secondary teachers, through the Ontario Secondary School Teachers' Federation (OSSTF), have made and will continue to make the greatest gains in negotiating conditions of employment. Separate school teachers, through the Ontario English Catholic Teachers' Association (OECTA), seem to be accomplishing the least, and elementary teachers occupy an intermediate position. If these differences are due to the relative bargaining power of teachers in the three systems, they will probably continue for the immediate future. However, a second process related to the differential rate of decline in enrolments between separate and public schools may bring about a different result. Evidence indicates that separate schools have been less subject to declining enrolments than public schools (Rideout et al., 1975) but that the differences are now decreasing. This means that pressure for job protection has been less in separate schools, which

explains at least in part the differences in bargaining "success". Furthermore, public schools have represented an alternative (if not often used) job market for separate school teachers, thus reducing the pressure even more. (The reverse alternative is, of course, not generally open to public school teachers.) However, accelerating enrolment declines in the separate schools, together with the disappearance of alternative jobs in the public schools, should now increase the pressure on separate school teachers to improve their own job security. For these two reasons, separate school agreements may soon show substantial teacher gains in the incidence and content of conditions-of-employment clauses related to declining enrolments. If this occurs, the present gap between separate and secondary agreements may be reduced.

Finally, the Education Relations Commission (ERC) through its activities related to teacher-board negotiations may have a substantial effect on the bargaining of conditions-of-employment clauses. The Commission sends data, statistics, sample clauses and other material describing and summarizing all Ontario teacher-board agreements to all boards and teacher districts in the province. As teachers and boards become increasingly aware of the nature and content of other agreements, one would expect increasing pressure towards homogeneity of provisions, particularly

at the least costly extreme. Whether or not this pressure would be as great for conditions of employment as for salary and fringe benefit items is not readily apparent. On the one hand, salary comparisons among agreements are much easier to make. Classroom teachers are more likely to be aware of the percentage increase or maximum salary won by another district than the wording of a surplus-redundancy provision. This argues for less homogeneity of working conditions clauses. On the other hand, conditions of employment are less subject to the "local" factors that maintain salary differentials among districts, such as cost-of-living differences, historical relationships, and availability of alternative employment. As a result working conditions might be more homogeneous across the province. In any event, it seems likely that any pressures for homogeneity the ERC generates will result in teachers seeking to match the gains made by the "pattern-setting" districts with the most favourable conditions of employment, while the boards are more likely to adopt a "status-quo" stance rather than proposing less generous provisions and terms. (As the tables above indicate, management rights is the only area to show substantial board "gains" for all three agreement types.) Consequently the incidence and specificity of conditions-of-employment clauses may increase somewhat as a result of the ERC within

all three groups (secondary, elementary, and separate). There is less likelihood that pressures towards homogeneity will be equally strong across the groups. As a consequence existing differences among them will probably remain.

To conclude this paper, it is difficult to make any clear and unqualified predictions about the course of teacher-board bargaining of conditions of employment in the near future. The trends over the past three years do not suggest too much substantive change, but there are factors which might alter the situation, such as accelerating enrolment declines in separate schools and the collective agreement information disseminated by the Education Relations Commission. On the whole, it appears that there will be continued pressure on clauses directly related to declining enrolments and staffing flexibility, but any real gains to be made by the teachers at the bargaining table will be modest in size and slow in coming.

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